

From

DELPHI  
Automotive Systems

DELPHI ENERGY & CHASSIS SYSTEMS  
P.O. BOX 1042  
DAYTON, OH 45401

Agreement No: 001298-01  
Date Issued: 12/1/2003

Buyer: TOM BRAMER  
Phone: (937) 455-9345  
FAX: (937) 455-9133

To

LEMFOERDER METALLWAREN JUERGEN  
ULDERUP AG & CO WIESENSTR 30  
DAMME, DE49401  
GERMANY

Ship To

GENERAL PRODUCTS  
1411 WOHLERT STREET  
ANGOLA, IN 46703

### DELPHI DIRECTED SOURCING AGREEMENT

LEMFOERDER METALLWAREN JUERGEN ("Supplier") has been selected by Delphi Automotive Systems ("Delphi") as the preferred strategic source of the Products listed below in connection with the production by GENERAL PRODUCTS and/or any other company designated by Delphi (collectively, "Buyer") of the following parts and components for Delphi:

Generic Part Description  
DELPHI PART

Delphi {Tier 1} Buyer  
AARON SMITH

If Supplier accepts this Agreement in writing or commences the supply of Products to Buyer, Supplier will be deemed to have accepted all of the following terms and conditions in consideration of being designated by Delphi as the preferred strategic source of the Products:

### EXTENDING AGREEMENT THROUGH END OF 2004.

1. Purchase of Product. During the term of this Agreement, Supplier agrees to maintain the specified weekly capacity and sell the following products (each referred to as a "Product" and collectively referred to as the "Products") to Buyer at a price which does not exceed the specified maximum unit price (FOB Supplier's plant):

Part Number	Description	Price Per Thousand	Currency	Req. %	Weekly Capacity*	Begin Date	End Date
1495585	BUSHING	2,301.00	EUR	100	0	01/01/02	12/31/04
90496700	BALL JOINT	3,027.00	EUR	100	0	01/01/02	12/31/04

Country of manufacture is Germany

\*Weekly Capacity = 8 hrs/3 shifts/5 days.

During the term of this Agreement, Supplier will assure that each Product remains competitive in terms of price, technology, design and quality with any similar product available to Buyer. Supplier will not sell any Products (except Products which are standard or stock goods sold by Supplier) to Buyer for any purpose other than use in the production of parts and components for Delphi.

If any of the information in the table above is in error or missing, please contact the following person **BEFORE** accepting this document:

Attn: Amanda McCoy  
Phone: (937) 455-7990

- Term.** With respect to each Product, the term of this Agreement is from Begin Date through End Date as stated above.
- Information.** Supplier will provide Delphi with any requested information concerning its actual supply of Products to Buyer, including, without limitation, volume, delivery and pricing data. In addition, Supplier will cooperate to create, maintain, update and share with Delphi and Buyer any designs, specifications, drawings, schematics, mask works, prototypes and other technical information required for the commercial production, including validation and qualification for automotive applications, of all of the Products and products that incorporate the Products (collectively, "Technical Information"). Technical Information will not be subject to any use or disclosure restrictions.
- Supply Terms.** All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.
- Payments by Delphi.** Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.
- Use of Delphi Property.** All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on

Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's press written authorization.

ACCEPTED AND AGREED TO:

LEMFOERDER METALLWAREN JUERGEN

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please print)

Title: \_\_\_\_\_  
(Please print)

Phone: \_\_\_\_\_

Dated: \_\_\_\_\_

Return to: TOM BRAMER 1-08  
DELPHI ENERGY & CHASSIS SYSTEMS  
P.O. BOX 1042  
DAYTON, OH 45401

Phone: (937) 455-9345  
FAX: (937) 455-9133

CONTRACT REVIEW	
Part Number: <u>✓</u>	GP Quote Number: <u>NA</u>
Unit Price: <u>✓</u>	Tooling Capacity: <u>NA</u>
Tooling Amount: <u>NA</u>	Production Plant: <u>Angel</u>
Effective Date: <u>11/04 - 12/31/04</u>	Design Revision: <u>1</u>
Other: _____	Terms & Conditions: _____
<u>1/9/04</u> Date	<u>Michael D. Spahr</u> Account Manager

CCI T. Manno

**DELPHI**

From

Automotive Systems

Agreement No: 001279-01

Date Issued: 12/19/2003

DELPHI ENERGY & CHASSIS SYSTEMS  
P.O. BOX 1042  
DAYTON, OH 45401

Buyer: CAROL HOLLEY

Phone: (937) 455-7605

FAX: (937) 455-9133

To

Ship To

MUHR UND BENDER  
AUF DEN SCHLACHTWIESEN 4  
POSTFACH 360  
ATTENDORN, 57427  
GERMANY

GENERAL PRODUCTS  
1411 WOHLERT STREET  
ANGOLA, IN 46703

**DELPHI DIRECTED SOURCING AGREEMENT**

MUHR UND BENDER ("Supplier") has been selected by Delphi Automotive Systems ("Delphi") as the preferred strategic source of the Products listed below in connection with the production by **GENERAL PRODUCTS** and/or any other company designated by Delphi (collectively, "Buyer") of the following parts and components for Delphi:

**Generic Part Description**

DELPHI PART

**Delphi {Tier 1} Buyer**

CESAR BERNABE

If Supplier accepts this Agreement in writing or commences the supply of Products to Buyer, Supplier will be deemed to have accepted all of the following terms and conditions in consideration of being designated by Delphi as the preferred strategic source of the Products:

**EXTEND AGREEMENT THRU 12/31/04**

1. **Purchase of Product.** During the term of this Agreement, Supplier agrees to maintain the specified weekly capacity and sell the following products (each referred to as a "Product" and collectively referred to as the "Products") to Buyer at a price which does not exceed the specified maximum unit price (FOB Supplier's plant):

<u>Part Number</u>	<u>Description</u>	<u>Price Per</u> / <u>Thousand</u>	<u>Currency</u>	<u>Req.</u> %	<u>Weekly</u> <u>Capacity*</u>	<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>
9127784	BRACKET	2,617.75	EUR	100	0	01/01/02	12/31/04
9127785	BRACKET	2,617.75	EUR	100	0	01/01/02	12/31/04

Country of manufacture is Germany

\*Weekly Capacity = 8 hrs/3 shifts/5 days.

During the term of this Agreement, Supplier will assure that each Product remains competitive in terms of price, technology, design and quality with any similar product available to Buyer. Supplier will not sell any Products (except Products which are standard or stock goods sold by Supplier) to Buyer for any purpose other than use in the production of parts and components for Delphi.

If any of the information in the table above is in error or missing, please contact the following person **BEFORE** accepting this document:

Attn: Amanda McCoy  
Phone: (937) 455-7990

2. Term. With respect to each Product, the term of this Agreement is from Begin Date through End Date as stated above.
3. Information. Supplier will provide Delphi with any requested information concerning its actual supply of Products to Buyer, including, without limitation, volume, delivery and pricing data. In addition, Supplier will cooperate to create, maintain, update and share with Delphi and Buyer any designs, specifications, drawings, schematics, mask works, prototypes and other technical information required for the commercial production, including validation and qualification for automotive applications, of all of the Products and products that incorporate the Products (collectively, "Technical Information"). Technical Information will not be subject to any use or disclosure restrictions.
4. Supply Terms. All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.
5. Payments by Delphi. Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.
6. Use of Delphi Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on

Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's express written authorization.

**ACCEPTED AND AGREED TO:**

**MUHR UND BENDER**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please print)

Title: \_\_\_\_\_  
(Please print)

Phone: \_\_\_\_\_

Dated: \_\_\_\_\_

Return to: CAROL HOLLEY 1-08  
DELPHI ENERGY & CHASSIS SYSTEMS  
P.O. BOX 1042  
DAYTON, OH 45401

Phone: (937) 455-7605  
FAX: (937) 455-9133

CONTRACT REVIEW	
Part Number: <u>✓</u>	GP Quote Number: <u>N/A</u>
Unit Price: <u>✓</u>	Tooling Capacity: <u>N/A</u>
Tooling Amount: <u>N/A</u>	Production Plant: <u>Anyole</u>
Effective Date: <u>1/1/04 - 12/31/04</u>	Design Revision: <u>✓</u>
Other: _____	Terms & Conditions: <u>✓</u>
<u>1/9/04</u> Date	<u>Michael J. Paul</u> Account Manager

cc: T. Mauro

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From **Automotive Systems**

DELPHI ENERGY & CHASSIS SYSTEMS  
P.O. BOX 1042  
DAYTON, OH 45401

Agreement No: 001020-06  
Date Issued: 12/3/2003

Buyer: TOM BRAMER  
Phone: (937) 455-9345  
FAX: (937) 455-9133

To

TI GROUP AUTOMOTIVE SYSTEMS CORP  
ATTN: GENERAL MOTORS BUSINESS UNIT  
12345 E 9 MILE RD  
WARREN, MI 48090-2001  
USA

Ship To

GENERAL PRODUCTS  
1411 WOHLERT STREET  
ANGOLA, IN 46703

### DELPHI DIRECTED SOURCING AGREEMENT

TI GROUP AUTOMOTIVE SYSTEMS CORP ("Supplier") has been selected by Delphi Automotive Systems ("Delphi") as the preferred strategic source of the Products listed below in connection with the production by GENERAL PRODUCTS and/or any other company designated by Delphi (collectively, "Buyer") of the following parts and components for Delphi:

Generic Part Description  
DELPHI PART

Delphi {Tier 1} Buyer  
AARON SMITH

If Supplier accepts this Agreement in writing or commences the supply of Products to Buyer, Supplier will be deemed to have accepted all of the following terms and conditions in consideration of being designated by Delphi as the preferred strategic source of the Products:

### EXTEND DELPHI DIRECTED SOURCING AGREEMENT THROUGH 12/31/04.

1. Purchase of Product. During the term of this Agreement, Supplier agrees to maintain the specified weekly capacity and sell the following products (each referred to as a "Product" and collectively referred to as the "Products") to Buyer at a price which does not exceed the specified maximum unit price (FOB Supplier's plant):

<u>Part Number</u>	<u>Description</u>	<u>Price Per Thousand</u>	<u>Currency</u>	<u>Req. %</u>	<u>Weekly Capacity*</u>	<u>Begin Date</u>	<u>End Date</u>
224176	DRUM BRAKE PIPE	530.00	USD	100	0	01/02/00	12/31/04
9224177	DRUM BRAKE PIPE	530.00	USD	100	0	01/02/00	12/31/04

Country of manufacture is U.S.A.

\*Weekly Capacity = 8 hrs/3 shifts/5 days.

During the term of this Agreement, Supplier will assure that each Product remains competitive in terms of price, technology, design and quality with any similar product available to Buyer. Supplier will not sell any Products (except Products which are standard or stock goods sold by Supplier) to Buyer for any purpose other than use in the production of parts and components for Delphi.

If any of the information in the table above is in error or missing, please contact the following person **BEFORE** accepting this document:

Attn: Amanda McCoy  
 Phone: (937) 455-7990

- Term.** With respect to each Product, the term of this Agreement is from Begin Date through End Date as stated above.
- Information.** Supplier will provide Delphi with any requested information concerning its actual supply of Products to Buyer, including, without limitation, volume, delivery and pricing data. In addition, Supplier will cooperate to create, maintain, update and share with Delphi and Buyer any designs, specifications, drawings, schematics, mask works, prototypes and other technical information required for the commercial production, including validation and qualification for automotive applications, of all of the Products and products that incorporate the Products (collectively, "Technical Information"). Technical Information will not be subject to any use or disclosure restrictions.
- Supply Terms.** All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.
- Payments by Delphi.** Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.
- Use of Delphi Property.** All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on



Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's press written authorization.

**ACCEPTED AND AGREED TO:**

**TI GROUP AUTOMOTIVE SYSTEMS CORP**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please print)

Title: \_\_\_\_\_  
(Please print)

Phone: \_\_\_\_\_

Dated: \_\_\_\_\_

Return to: TOM BRAMER 1-08  
DELPHI ENERGY & CHASSIS SYSTEMS  
P.O. BOX 1042  
DAYTON, OH 45401

Phone: (937) 455-9345  
FAX: (937) 455-9133

CONTRACT REVIEW	
Part Number: <u>✓</u>	GP Quote Number: <u>✓</u>
Unit Price: <u>✓</u>	Tooling Capacity: <u>ATA</u>
Tooling Amount: <u>N/A</u>	Production Plant: <u>Amgen</u>
Effective Date: <u>1/13/04</u>	Design Revision: <u>1</u>
Other: _____	Terms & Conditions: _____
<u>1/13/04</u> Date	<u>Michael D. Dush</u> Account Manager

CC: T. Manno

**DELPHI**  
From Automotive Systems

Agreement No: 001020-06  
Date Issued: 12/3/2003

DELPHI ENERGY & CHASSIS SYSTEMS  
P.O. BOX 1042  
DAYTON, OH 45401

Buyer: TOM BRAMER  
Phone: (937) 455-9345  
FAX: (937) 455-9133

To

Ship To

TI GROUP AUTOMOTIVE SYSTEMS CORP  
ATTN: GENERAL MOTORS BUSINESS UNIT  
12345 E 9 MILE RD  
WARREN, MI 48090-2001  
USA

GENERAL PRODUCTS  
1411 WOHLERT STREET  
ANGOLA, IN 46703

### DELPHI DIRECTED SOURCING AGREEMENT

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Generic Part Description  
DELPHI PART

Delphi {Tier 1} Buyer  
AARON SMITH

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<u>Part Number</u>	<u>Description</u>	<u>Price Per Thousand</u>	<u>Currency</u>	<u>Req. %</u>	<u>Weekly Capacity*</u>	<u>Begin Date</u>	<u>End Date</u>
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9224177	DRUM BRAKE PIPE	530.00	USD	100	0	01/02/00	12/31/04

Country of manufacture is U.S.A.

\*Weekly Capacity = 8 hrs/3 shifts/5 days.

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Attn: Amanda McCoy  
 Phone: (937) 455-7990

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4. Supply Terms. All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.

5. Payments by Delphi. Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.

6. Use of Delphi Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on

Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's express written authorization.

**ACCEPTED AND AGREED TO:**

**TI GROUP AUTOMOTIVE SYSTEMS CORP**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please print)

Title: \_\_\_\_\_  
(Please print)

Phone: \_\_\_\_\_

Dated: \_\_\_\_\_

Return to: TOM BRAMER 1-08  
DELPHI ENERGY & CHASSIS SYSTEMS  
P.O. BOX 1042  
DAYTON, OH 45401

Phone: (937) 455-9345  
FAX: (937) 455-9133

CONTRACT REVIEW	
Part Number: <u>✓</u>	GP Quote Number: <u>7</u>
Unit Price: <u>✓</u>	Tooling Capacity: <u>N/A</u>
Tooling Amount: <u>N/A</u>	Production Plant: <u>Delphi</u>
Effective Date: <u>1/13/04</u>	Design Revision: <u>1</u>
Other: _____	Terms & Conditions: _____
<u>1/13/04</u> Date	<u>Michael D. [Signature]</u> Account Manager

CC: T. Mauro